

## **REMARKS**

The Applicant has amended two paragraphs of the specification, canceled Claims 2, 5, 42, and 45; amended Claims 1, 7, 41, and 47; and added new Claims 58-67. The amendments to the specification and the claims are shown with brackets for deleted matter and underlines for added matter.

## **REJECTIONS OF THE CLAIMS UNDER §102 – PART ONE**

The Examiner has rejected Claims 1, 7, 8, 12, 20, 22, 23, 26-27, 30, 34, 38, 41, 47, 48, 52, and 55 under 35 U.S.C. §102(b) as being anticipated by the Inoue reference (US Application 2003/0028622). With regard to the newly amended Claims 1, 7, 41 and 47, and dependent Claims 8, 12, 20, 22, 23, 48, 52, and 55, the Applicant respectfully asserts that the Inoue reference does not teach or suggest each and every element of these claims.

In particular, the Inoue reference does not teach or suggest “allowing an initial set of permissible actions with the electronic file regardless of a connection between the first client and the server, wherein the first set of licensed actions is less restrictive than the initial set of permissible actions.”

As cited by the Examiner, the Inoue reference paragraph 117 states:

“The ticket revising unit 122 also subtracts values representing the revised usage rules shown in the above revised license ticket 140 from values representing the original usage rules shown in the originally received license ticket, and produces the aforementioned residual license ticket that enables use of the content within a usage range represented by values obtained through the subtraction. The ticket revising unit 122 then places the produced residual license ticket into the residual ticket storing unit 124.”

Further the Inoue reference paragraph 118 states:

“On receiving an extra ticket request from the child terminal 108 via the communication unit 125, the ticket revising unit 122 checks whether the residual ticket storing unit 124 stores a residual license ticket for a content

requested by the extra ticket request. If so, the ticket revising unit 122 refers to the parental storing unit 121 to judge whether a playback state and other information of the playback unit 131 of the requesting child terminal 108 matches with conditions shown in the restriction easing information 127. The above playback state and the like are shown in the extra ticket request. If they match, the ticket revising unit 122 produces, from the residual license ticket stored in the residual ticket storing unit 124, an extra license ticket that only permits content playback under conditions shown in the restriction easing information 127, and sends the produced extra license ticket to the communication unit 125. From the above residual license ticket, the ticket revising unit 122 also produces a new residual license ticket showing usage rules represented by values from which values representing usage rules of the above extra license ticket have been subtracted. The ticket revising unit 122 then places the new residual license ticket into the residual ticket storing unit 124 to update the ticket storing unit 124.”

The residual license ticket is created by “subtract[ing] values representing the revised usage rules shown in the above revised license ticket 140 from values representing the original usage rules shown in the originally received license ticket, and produces the aforementioned residual license ticket that enables use of the content within a usage range represented by values obtained through the subtraction.” However, this residual license ticket is simply a complementary license that is not granted to any files, and in fact the Inoue reference teaches that the residual license ticket is stored in “the residual ticket storing unit 124” and not in an electronic file.

The Inoue reference elaborates further in paragraph 118:

“From the above residual license ticket, the ticket revising unit 122 also produces a new residual license ticket showing usage rules represented by values from which values representing usage rules of the above extra license ticket have been subtracted. The ticket revising unit 122 then places the new residual license ticket into the residual ticket storing unit 124 to update the

ticket storing unit 124.”

The residual license is merely used for storage of extra rights which may be granted to a file and are not actually a set of rights that are granted to an electronic file.

Finally, paragraph 122 of the Inoue reference states:

“The residual ticket storing unit 124 stores the residual license ticket produced by the ticket revising unit 122. As is described above, the residual license ticket enables use of a content for a period obtained by subtracting the valid period shown in the revised license ticket for the child terminal 108 from the valid period shown in this license ticket before revision.”

However, the residual license ticket is only used for comparison to the license granted to the file and the residual license ticket is not actually granted to the electronic file.

For these reasons, the Applicant respectfully requests that the Examiner reconsider and withdraw these rejections under §102.

## **REJECTIONS OF THE CLAIMS UNDER §102 – PART TWO**

The Examiner has rejected Claims 26-27, 30, 34, and 38 under 35 U.S.C. §102(b) as being anticipated by the Inoue reference (US Application 2003/0028622). The Applicant respectfully asserts that the Inoue reference does not teach or suggest each and every element of Claims 26-27, 30, 34 and 38.

As cited by the examiner, paragraph 58 of Inoue states:

“The parent terminal 6 is used by a parent in a family in the home 3 and is a sole terminal connected to the communication network 8 such as high-speed broadband ADSL. The parent terminal 6 is achieved by a PC and the like, requests the management server 5 to set usage restrictions for each child terminal 7 in the same home 3. The parent terminal 6 also relays data to/from the child terminal 7 by transferring the content request and the ticket

request from the child terminal 7 to the management server 5 and transferring the requested content and the child license ticket from the management server 5 to the child terminal 7.”

However, Inoue fails to teach the claimed limitation “upon a transfer of the file from the first client to the second client, modifying the first license”. The parent license of Inoue is not unmodified while the management server is generating a child license upon request. As a side note, Inoue describes the parent and child hierarchy with respect to terminal hierarchy, and not with respect to the set (or subset) of licensed actions.

Additionally, the Inoue reference also teaches “The parent terminal 6 is achieved by a PC and the like, *requests* the management server 5 to set usage restrictions for each child terminal...” which does not teach the claimed limitation of “transfer of the file from the first client to the second client.”

For these reasons, the Applicant respectfully requests that the Examiner reconsider and withdraw these rejections under §102.

### **REJECTIONS OF THE CLAIMS UNDER §103**

The Examiner has rejected Claims 13, 16, 35, and 49 under 35 U.S.C. §103 as being obvious in light of Inoue (US App 2003/0028622) in view of Barber (US 5,390,297). The Applicant asserts that the Examiner has not established a *prima facie* case because the references do not teach or suggest each and every element of Claims 13, 16, 35, and 49.

The Examiner cited portion of the Barber reference states:

“The license manager 25A then takes path 49 to a step 50 that *causes the operating system 15 at the local node 14 to create a new empty license file 22A on the local node 14* at which it is desired to use the copy of the computer program 24A. In step 50, the operating system 15 also assigns a new unique identification (UID) to the license 27 and causes same to be written into the system memory 16 at the local node 14” (emphasis added).

In particular, the references do not teach or suggest “requesting a dummy file upon the transfer of the file from the first client to the second client, and receiving the dummy file and requesting a license from the server upon the receipt of the dummy file” element of Claims 13 and 49, and the references do not teach or suggest “receiving a license request from the first client, and transferring an empty license to the first client” of Claim 35, and the references do not teach or suggest “and transferring an empty license to the first client and, upon receipt of an empty license from the server, allowing an initial set of permissible actions with the electronic file, regardless of a connection between the first client and the server, wherein the initial set of permissible actions is more restrictive than the first set of licensed actions” of Claim 16. In all of the claimed limitations the dummy file is transferred, and not “[created] ... on the local node 14” as taught in Barber.

For these reasons, the Applicant respectfully requests that the Examiner reconsider and withdraw these rejections under §103.

## CONCLUSION

In view of the preceding Amendments and remarks, the Applicant respectfully submits that the specification and drawings are in order and that all of the claims are now in condition for allowance. Further, the Applicant respectfully requests that the Examiner consider and allow the new Claims 58-67. If the Examiner believes that personal contact would be advantageous to the disposition of this case, the Applicant respectfully requests that the Examiner contacts the Attorney of the Applicant at the earliest convenience of the Examiner.

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